

CONTRACT

THIS CONTRACT entered into this 18th day of April, 2005, by and between the Franklin County Commissioners on behalf of the Franklin County Assessor hereinafter referred to as the "Assessors" and the Appraisal Research Corporation, an Ohio Corporation licensed to do business in the State of Indiana, hereinafter referred to as the "Company".

WITNESSETH THAT:

WHEREAS, the Assessors have determined that the Company is a Professional Appraiser, as such term is defined in I.C. 6-1.1-4- 17(c), and that the Assessors desire to retain the Company to aid the Assessors in the assessment of property within Franklin County and

WHEREAS, the Assessors have fulfilled all statutory conditions precedent to the retaining the Company as Professional Appraisers, and

WHEREAS, the Assessors wish to retain the Company and the Company desires to be retained by the Assessors in accordance with the terms of this contract to perform certain services as Professional Appraisers for the Assessor

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Assessors and Company hereby enter into this

CONTRACT FOR TECHNICAL ASSISTANCE

ARTICLE I: CONSIDERATION

1.01 The Assessors shall pay the Company as follows:

A fee of **EIGHT THOUSAND DOLLARS (\$8,000.00)**, which shall constitute full payment for all duties, responsibilities and activities set out herein which are performed by the Company

ARTICLE II: TERM OF CONTRACT

- 2.01 The Company shall begin the services set forth in this contract upon notification by the Assessors of work to be done. All work, except possible appeals, shall be concluded before August 1, 2005, provided the Company is notified of the work to be done before May 1, 2005.
- 2.02 The Company understands that the Assessors need the work returned as it is done in the field as quickly as possible in order to facilitate the computer entry of the parcels.

ARTICLE III: SERVICES TO BE RENDERED

- 3.01 The Company will receive a property record card and building permit information or any other information to which the Assessors may have access for parcels specified by the Assessors. The Company shall pick up this information from the County Assessor's Office
- 3.02 The Company will have access to current tax maps in order to route the parcels. The Company will visit each parcel picking up new construction, checking for destroyed property and correcting any errors found in the process. Maps necessary to carry out the project shall be obtained from the Franklin County Auditor.
- 3.03 The Company will be responsible for gathering all information necessary to price the new construction according to the 2002 Real Property Manual (Regulation 17 Version A). Data entry with respect to information provided by Company shall be the responsibility of the Franklin County Assessor.
- 3.04 The Company shall be available to provide defense of value should an appeal be filed on an assessment. This defense shall include, but not be limited to, pre-hearing conferences, Property Tax Assessment Board of Appeal, Department of Local Government Finance or Tax Court support. Two days of this support shall be included in the contract with a fee of Four Hundred Dollars (half day minimum) charged for each additional day of service requested for defense of values.
- 3.05 The Company shall provide all of its field personnel with suitable identification cards, which shall include an up to date photograph supplied by the Company.
- 3.06 The Company shall provide other technical services as may be required by the Assessors when requested. The Company and the County Assessor shall negotiate services and payment at the time of request of additional services.

- 3.07 The Company shall perform the services to be provided by the Company under this contract, and shall complete the services according to its own means and methods of work which shall be in the exclusive charge and control of the Company. Nothing in this Contract shall be construed to create an agency or employment relationship between the Assessors and the Company, and the Company shall remain an independent contractor operating independently of the Assessor's authority, subject only to its performance of the required services.

ARTICLE IV: TIME AND MANNER OF PAYMENT

- 4.01 Payment shall be made in three monthly installments beginning May 1, 2005. Payment shall be processed in the fashion customarily used by the County in processing claims.

ARTICLE V: PENALTIES

- 5.01 Payment due to the Company shall be reduced by Two Hundred dollars (\$200.00) per business day, for each business day (or portion thereof) that review by the Company remains incomplete after the termination date set out in paragraph 2.01 hereof.

ARTICLE VI: RESPONSIBILITIES

- 6.01 Final determination of assessed value is and shall remain the responsibility of the Assessors.

ARTICLE VII: NON-DISCRIMINATION

- 7.01 In compliance with I.C. 22-9-1-10, the Company and their subcontractors, if any, covenant and agree that they shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this contract.

ARTICLE VIII: GENERAL PROVISIONS

- 8.01 This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements and understandings between the Assessors and the Company relating thereto. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.

- 8.02 No waiver, alteration, modification, or cancellation of any of the provisions of this Contract shall be binding unless made in writing and signed by all those signing the Contract, or their successors in office (with respect to the Assessor) or their administrators, successors or assigns (with respect to the Company). The failure of either party at any time or times to require performance of any provision hereof shall not be considered a waiver and will in no manner affect the right at a later time to enforce such provision.
- 8.03 In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provision contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.
- 8.04 This Contract shall be subject to and interpreted in accordance with the laws of the State of Indiana and suit, if any, shall be brought in Indiana courts.
- 8.05 This Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives; provided, however, that the rights, duties and privileges of the Company hereunder may not be transferred, sub-licensed or assigned by it, either in whole or part, without the prior written consent of the Assessors.

IN WITNESS THEREOF, the parties have executed this Contract by their duly authorized offices.

FRANKLIN COUNTY, INDIANA

Louise E. Lombel
County Commissioner

Date: APR 18 2005

Thomas E. Wilson
County Commissioner

Date: APR 18 2005

Robert O. Brach
County Commissioner

Date: APR 18 2005

ATTEST:

Carol L. Monroe CAS
County Auditor

Date: 4/18/05

Sharon Halcomb
County Assessor

Date: 4/18/05

APPRAISAL RESEARCH CORPORATION

By: Virginia R. Whipple
Virginia R. Whipple, Regional Manager

Date: 4-11-05